

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: APRIL 20, 2005

Division: TDC

Bulk Item: Yes X No     

Department:                                 

Staff Contact Person: Maxine Pacini

---

**AGENDA ITEM WORDING:**

Approval to advertise a Request for Proposal for a County Wide Website Provider for the Monroe County Tourist Development Council (TDC).

---

**ITEM BACKGROUND:**

TDC approved same at their meeting of March 8, 2005

---

**PREVIOUS RELEVANT BOCC ACTION:**

---

**CONTRACT/AGREEMENT CHANGES:**

---

**STAFF RECOMMENDATIONS:**

Approval

---

**TOTAL COST:** \$                     

**BUDGETED:** Yes X No     


**COST TO COUNTY:** \$                     

**SOURCE OF FUNDS:** TDC

**REVENUE PRODUCING:** Yes X No      **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**

  
(Lynda Stuart)

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**                                 

**AGENDA ITEM #**

# **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSALS WEBSITE PROVIDER**

## **MONROE COUNTY TDC**

Mr. Matt Babich, Chairman  
Mr. Todd Firm  
Ms. June Helbling  
Mr. Michael Ingram  
Mr. Robert Padron  
Commissioner Edwin Scales, III  
Mr. Scott Simmons  
Mayor Dixie Spehar  
Ms. Christina Weinhofer

Marketing Director  
Harold Wheeler

**All responses submitted to this solicitation should be addressed to and received no later than 11:00 a.m. June 9, 2005 at:**

Purchasing  
Monroe County, Florida  
1100 Simonton Street, 2<sup>nd</sup> Floor, Room 2-213  
Key West, Florida 33040

Attention: REQUEST FOR PROPOSALS: WEBSITE PROVIDER

## NOTICE OF CALLING FOR PROPOSALS

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on June 9, 2005 at no later than 11:00 a.m. The Monroe County Purchasing Office will receive sealed Proposals for the following:

### **Request for Proposals – A COUNTY Wide Website Provider for the Monroe County Tourist Development Council (TDC)**

**Specifications and Proposal Documents may be requested from DemandStar by Onvia by calling 1-800-711-1712 or by going to the website at www.demandstar.com** All questions pertaining this solicitation regarding the Request for Proposal should be directed to the Administrative Office of the TDC, (305) 296-1552. Any addenda to this Request for Proposals (RFP) shall be distributed to vendors on the list of Demandstar distributees for this RFB.

All Proposals must be received by the Monroe County Purchasing Office on or before 11:00 a.m on June 9, 2005. No waivers shall be allowed for responses which have not been submitted to the COUNTY Purchasing Department by 11:00 a.m. on the deadline date.

**Proposers must submit two (2) signed originals and thirteen (13) complete copies of each response in a sealed envelope clearly marked on the outside: "Sealed Proposal for Request for Proposals for a COUNTY Wide Website Provider for the Monroe County TDC", addressed and delivered to:**

**Purchasing Office, 1100 Simonton Street, Room 2-213, Key West, Florida 33040**

All responses must remain valid for a period of ninety (90) days. The Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3)(d), F.S. (1997).

Contract award will be by the Monroe County Board of County Commissioners to the entity whose response is deemed by the BOCC, upon recommendation of the Monroe County TDC, to be in the best interest of Monroe County .

Dated at Key West, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

## TABLE OF CONTENTS

	Page
SECTION ONE	
Instruction to Proposers	4
SECTION TWO	
General Terms and Conditions	12
SECTION THREE	
Terms and Conditions Specific to <i>Website Provider RFP</i>	14
SECTION FOUR	
Draft Contract	16
SECTION FIVE	
Insurance Requirements	27
SECTION SIX	
Request for Proposal Checklist	33

## SECTION ONE INSTRUCTION TO PROPOSERS

### 1.01 DESCRIPTION

The Proposer awarded a Contract shall provide Website Provider services for the Monroe County Tourist Development Council (TDC). The Contract will provide for the Website Provider to act as a Provider to the Monroe County TDC (TDC) that shall provide services as outlined within Specifications in section III of this RFP.

### 1.02 COPIES OF PROPOSAL DOCUMENTS

- A. Only complete sets of Proposal Documents will be issued and shall be used in preparing responses. The COUNTY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Proposal Documents may be obtained in the manner and at the location stated in the Notice of Calling for Proposals.

### 1.03 PROPOSAL REQUIREMENTS

The two (2) original responses, marked "Original" and thirteen (13) copies marked "Copy" [fifteen (15) Complete packages] of the Proposal must be received.

### 1.04 DISQUALIFICATION OF PROPOSERS

- A. NON-COLLUSION AFFIDAVIT: Any person submitting a Proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Proposers, the Proposal of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future Proposals for the same work.
- B. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- C. DRUG-FREE WORKPLACE FORM: Any person submitting a Proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his Proposal. Failure to complete this form in every detail and submit it with your Proposal may result in immediate disqualification of your Proposal.

- D. PROPOSALS RECEIVED AFTER DEADLINE: Any Proposal submitted after the RFP deadline of June 9, 2005 at 11:00 a.m. will automatically be disqualified.

### **1.05 EXAMINATION OF RFP DOCUMENTS**

- A. Each Proposer shall carefully examine the Request for Proposal (RFP) and other Contract documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the Contract. Ignorance on the part of the Proposer will in no way relieve him of the obligations and responsibilities assumed under the Contract.
- B. Should a Proposer find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the COUNTY.

### **1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA**

No oral interpretations will be made to any Proposer as to the meaning of the Contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date. Each Proposer shall acknowledge receipt of such addenda in the space provided in the response form attached to the Proposal document. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his response will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposal documents and each Proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer to verify that he has received all addenda issued before responses are opened.

Written portions of all Proposals become the property of the Monroe County TDC upon receipt and will not be returned to Proposer. The Monroe County TDC shall have the right to use all ideas or adaptations of the ideas contained in any Proposal received in response to this RFP. Selection or rejection of the Proposal will not affect this right.

All Proposals received will be reviewed by the Monroe County TDC Selection Committee. The Selection Committee will recommend that no more than three (3) of the agencies submitting a Proposal be invited to make an oral/visual presentation. The presentation will be made to the Monroe County TDC during an open meeting on **Tuesday, July 12, 2005, in Key West, FL**. Finalists will be informed of the exact time and venue of presentation.

### **1.07 GOVERNING LAWS AND REGULATIONS**

The Proposer is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

## **1.08 PREPARATION OF RESPONSES**

Signature of the Proposer: The Proposer must sign the response forms in the space provided for the signature. If the Proposer is an individual, the words "doing business as \_\_\_\_\_", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the FIRM name and the words "Member of the FIRM" should be written beneath such signature. If the Proposer is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the Proposal must be submitted. The Proposer shall state in the response the name and address of each person interested therein.

### **1.08.1 SUBMISSION OF RESPONSES**

- A. Two (2) signed originals and thirteen (13) copies of each response shall be submitted. No waivers shall be allowed for responses which have not been submitted to the COUNTY Purchasing Department by 11:00 a.m. on the deadline date.
- B. The response shall be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Proposer. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Calling for Proposals, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Calling for Proposals.
- C. Each Proposer shall submit with their Proposal the required evidence of their qualifications and experience.
- D. Finalists will be notified in writing after the Selection Committee reviews and selects no more than three (3) applicants to make presentations to the TDC on July 12, 2005 in Key West, Florida.

## **1.09 CONTENT OF SUBMISSION**

The Proposal submitted in response to this Request for Proposal (RFP) shall be typed on 8-1/2" x 11" white paper and bound; shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Responses shall be organized and sections tabbed. Since oral presentations or demonstrations may not be solicited, the Proposer should not withhold any information from the written response. Each Proposer must submit adequate documentation to certify the Proposer's compliance with the COUNTY's requirements. Proposer should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Proposer's overall evaluation.

We advise that prior to completing the Proposal, the Proposer should review the Specifications and Specific Conditions referred to in Section III of this RFP to ensure the capability to handle the Scope of Services required by the Monroe County TDC.

The Proposal should be set up as follows:

**A. Cover Page**

A cover page that states “**REQUEST FOR PROPOSALS FOR WEBSITE PROVIDER SERVICES**.” The cover page should contain name, address, telephone number of Proposer that is authorized to do business in the State of Florida, and the name of the Proposer’s contact individual or corporate officer authorized to execute Contracts.

**B. Tabbed Sections**

**Tab 1. Narrative Self-Analysis**

The Proposer should provide a brief description of the Proposer’s agency, date of establishment, ownership, organizational structure, and mission statement.

The Proposer should provide a summary of any industry awards or recognition given to the agency, preferably for tourism promotion.

After review of the Monroe County TDC’s current website [www.fla-keys.com](http://www.fla-keys.com), Proposer should provide a brief narrative self-analysis of its strengths, weaknesses, and how each will impact the performance of the Contract based on the scope of services and review of current website.

**Tab 2. References**

Each Proposer shall provide references for which the Proposer has provided the same or similar services during the past three (3) years. Each reference shall include, at a minimum:

- Name and full address of reference organization
- Name of contact person for Contract
- Telephone number(s)
- Date of initiation of Contract with reference
- Brief summary comparing the referenced services to these proposed services

**Tab 3. Account Information**

Proposer shall provide the following information:

- a) Brief description of the agency’s international, national and statewide accounts
- b) List the largest private sector current accounts. Briefly describe the types of services rendered for each account.
- c) List and briefly describe website accounts relative to the travel and tourism industry.
- d) For any current governmental accounts, list and describe the services rendered.
- e) Provide a statement to show the agency’s willingness, if awarded a Contract and if there should be a conflict between Monroe County and an existing account, to consider terminating the existing account.



#### **Tab 4. Financial Statements, Accounting and bookkeeping procedures**

Proposer shall submit a financial statement and company account for all revenues and expenses related to the provision of services under this Contract pursuant to generally accepted accounting principles. Proposer shall provide the following:

- a) A set of financial statements (Cash Flow, Income and Expenditure, Balance Sheet), preferably with an audit opinion, for each of the two most recent fiscal years;
- b) A statement as to whether accounting for billing purposes is performed in-house or by a Contracted accountant;
- c) A statement regarding the Proposer's ability to respond to government purchase orders; and
- d) A statement outlining the procedures normally used to issue invoices in the billing of services for the TDC.

#### **Tab 5. Staff Information**

- a) Proposer shall include a list of the proposed technical staff positions, and describe each of their qualifications and experience, that will be dedicated to the account if awarded this Contract. The listing shall include any staff who shall provide services which will be established to review, evaluate and make recommendations regarding the services, as more fully described in Section Three of the RFP.
- b) Proposer shall submit number of sales staff and outline how staff will adequately sell advertising to the Tourism Industry throughout Monroe County (Florida Keys).
- c) List the total number of staff with qualifications and experience, and list the number and type of minorities, using the Federal definitions, included in the staff.

#### **Tab 6. Service capability to Monroe County**

- a) Describe agency administrative facilities
- b) Provide agency website address for review
- c) Provide information of location of the closest office available to Monroe County TDC administrative office. If outside the State of Florida, state if the agency would be willing to locate a sufficiently staffed office in Monroe County or otherwise propose an anticipated method of servicing the account.
- d) Provide statement acknowledging that the agency would agree not to represent any new tourism/destination clients without the approval of the Monroe County Tourist Development Council.
- e) Provide copies of documentation showing authorization to do business in the State of Florida

#### **Tab 7. Compensation**

- a) The Proposer shall provide all services and support as listed in the Scope of Services at no charge to COUNTY or TDC in exchange for the exclusive right of advertising revenues generated from the website. The TDC shall have the right to place sponsorship or partnership logo signature on the site. The logo signature(s) in a mutually agreed upon format and location will be at no cost to the TDC.

The Proposer may charge the COUNTY for special projects approved by the TDC or Director outside the scope of services such as new site enhancements which require the Proposer to pay for the technology, equipment and production costs needed for use. These special projects shall be paid for through normal COUNTY purchase order procedures.

b) Bandwidth Service – Proposer will be paid on an annual basis, a fee for the service providing electronic brochures and downloading of videos from the website. The website averages 1,100 gigabytes (1.1 terabytes) of aggregate bandwidth transfer per month with great spike fluctuations occurring with certain events or news. Proposer shall have enough bandwidth capacity to handle this average load in addition to having immediate access to additional bandwidth capacity as such peak times or events dictate. If the downloads should exceed one million brochures in any one year, the fixed annual fee may to be adjusted to compensate for the added bandwidth usage. Monroe County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the BOCC.

Compensation will be discussed during finalist presentations and final decision made during Contract negotiations. There are advertising sales guidelines established within Exhibit A of the Draft Contract.

#### **Tab 8. Pending Litigation**

The Proposer shall describe any pending litigation in which the Proposer is involved as a result of provision of any services which are described herein.

#### **Tab 9. COUNTY Proposal forms**

Proposer shall complete and execute the Proposal forms specified below and found at the designated pages in this RFP, and shall include them in the section tabbed 11:

	<b>Pages</b>
Response Form	29
Non-Collusion Affidavit	30
Ethics Clause	31
Drug Free Workplace	32

Copies of all professional and occupational licenses shall be included in this section.

#### **Tab 10. Other Information**

Provide any additional information which will present evaluators with insight about the qualifications, fitness and abilities of Proposer.

#### **Tab 11. Request for Proposal Checklist**

Please review and complete the Request for Proposal Checklist (page 33) included in this RFP. Those applicants not submitting all items requested will automatically be disqualified.

### **1.10 MODIFICATION OF RESPONSES**

- A. Written modification will be accepted from Proposer only if addressed to the entity and address indicated in the notice of calling for Proposals and received prior to Proposal due date and time.
- B. A Proposer may modify his response by telegraphic communication at any time prior to the scheduled closing time for receipt of responses, provided such telegraphic communication is received prior to the closing time, and provided further, the COUNTY

is satisfied that a written confirmation of the telegraphic modification over the signature of the Proposer was mailed prior to the closing time. The telegraphic communication should provide the addition or subtraction or other modification. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

#### **1.11 RESPONSIBILITY FOR RESPONSE**

The Proposer is solely responsible for all costs of preparing and submitting the response, regardless of whether a Contract award is made by the COUNTY.

#### **1.12 RECEIPT AND OPENING OF RESPONSES**

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Notice of Calling for Proposals. Monroe County's representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Proposer or their authorized agents are invited to be present.

#### **1.13 DETERMINATION OF SUCCESSFUL PROPOSER**

The COUNTY reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the COUNTY. Responses which contain modifications, are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Proposers, and the Contract documents, may be rejected at the option of the COUNTY.

#### **1.14 AWARD OF CONTRACT**

- A. If the award of a Contract is annulled, the COUNTY may award the Contract to another Proposer or the work may be re-advertised or may be performed by other qualified personnel as the COUNTY decides.
- B. A Contract will be awarded to the Proposer deemed to provide the services which are in the best interest of the COUNTY.
- C. The COUNTY also reserves the right to reject the response of a Proposer who has previously failed to perform properly or to complete Contracts of a similar nature on time.
- D. The recommendations of the TDC, will be presented to the Board of County Commissioners of Monroe County, Florida, for final approval of Contract.

### **1.15 EXECUTION OF CONTRACT**

The Proposer to whom a Contract is awarded will be required to return to the COUNTY five (5) executed counterparts of the prescribed Contract together with the required certificates of insurance.

### **1.16 INSURANCE**

The Proposer shall defend, indemnify and hold harmless the COUNTY as outlined on the attached form identified as TCS1.

## SECTION TWO GENERAL TERMS AND CONDITIONS

### 2.01 DEFINITIONS

Wherever used in these General Conditions or in the other Contract documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof. The use of the terms "he," "him," "himself," or "his" shall refer to male and female persons alike and should not be construed as derogatory or discriminatory to female persons.

**RFP** – Abbreviation for Request for Proposal

**Addenda** - Written or graphic instruments issued prior to the opening of Proposals which clarify, correct, or change the Proposal documents or the Contract documents.

**Proposal Documents** - The advertisement or invitation calling for Proposals, instructions, and forms contained in this Request for Proposals (Response Form, Non-Collusion Affidavit, Lobbying and Conflict of Interest Clause, Drug Free Workplace) and the proposed Contract documents (including all addenda issued prior to receipt of responses).

**Contract Documents** - The Proposal documents, agreement, addenda (which pertain to the Contract documents), the Proposer's Proposal or response (including documentation accompanying the response and any post-response documentation submitted prior to the notice of award) when attached as an exhibit to the Contract, these General Conditions, together with all amendments, modifications, and supplements.

**Compensation** - Compensation will be discussed during finalist presentations and final decision made during Contract negotiations.

**Contract Time** - The Contract shall be in force and binding on the COUNTY and the FIRM for a period of three (3) years with an option extend for additional two (2) year period from the effective date of the Contract.

**TDC** – Abbreviation for the Monroe County Tourist Development Council

**FIRM** – Entity with whom the COUNTY enters into a Contract

**Contractor** - The person, FIRM, or corporation with whom the COUNTY has entered into the Contract.

**Effective Date of the Contract** - The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

**Laws and Regulations; Laws or Regulations** – Federal, State and local Laws, rules, regulations, ordinances, codes and/or orders.

**Notice of Award** - The written notice to the apparent successful Proposer stating that upon compliance by the apparent successful Proposer with the conditions precedent enumerated therein, within the time specified, the COUNTY will sign and deliver the Contract.

**COUNTY** - The Monroe County Board of Commissioners with whom the FIRM has entered into the Contract and for whom the work is to be provided.

**Specifications** - Those portions of the Contract documents consisting of written technical descriptions of materials and services required under the Contract.

**Written Amendment** - A written amendment of the Contract documents, signed by the COUNTY and the FIRM on or after the effective date of the Contract.

**Failure to Execute Required Forms** – Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

## **2.02 PROPOSER'S RESPONSIBILITIES**

### **2.02.1 Supervision and Personnel**

The Proposer shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.

### **2.02.2 Parts, Materials, and Equipment**

Unless otherwise specified in the Contract, the Proposer shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, and all other incidentals necessary for the completion of the work.

### **2.02.3 Taxes**

The Proposer shall pay all sales, consumer, use and other similar taxes required to be paid by the Proposer in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

### **2.02.4 Compliance with Laws**

The Proposer shall comply with all applicable laws and regulations of federal, state and local governments.

## SECTION THREE

### SPECIFICATIONS, SPECIFIC CONDITIONS

#### WEBSITE PROVIDER

- A. Key Personnel: This Contract is a "professional services Contract" with the expectation that principal personnel will be performing the services. A list of the principal personnel will be given to the TDC for their record and the TDC shall be informed of any changes in personnel.
- B. At least one account manager(s) shall meet with the Monroe County TDC (TDC) at all regularly scheduled meetings of the TDC and at any other times as directed by the TDC.
- C. The FIRM agrees to assign a Website Account Manager who will devote such time and effort as necessary to the account on a priority basis, including full time and emergency situations when required. Duties of the Account Manager or FIRM's assigned representative will include contact as required with the Chairman of the TDC and Marketing Director or other designee. Other duties include consultations with TDC staff, TDC Advisory Committees from the five districts and Umbrella Committees within the Keys as directed by the TDC; participation in, and coordination of other related areas of tourism development as it relates to the development of an effective website marketing program to the TDC as designated in Section D. within the Scope of Services.
- D. The FIRM agrees to the following services:
  - 1. The FIRM shall design, program and maintain host site (the WorldWideWeb) for the COUNTY on behalf of the TDC who retains all approvals.
  - 2. The site shall be comprehensive including a home page, TDC district content, special umbrella sections, places to stay, things to do and see, a calendar of events, accommodations search programs, transportation, news releases, emergency crisis management situation changes, electronic brochures, videos, live cams, and other site categories which may require regular updating as deemed appropriate for marketing purposes by the TDC.
  - 3. The FIRM must be available to meet with District Advisory Committees, Umbrella Committees, marketing agencies of record, TDC board and TDC staff at regular set meetings or upon request.
  - 4. The FIRM agrees that the TDC will have editorial control and approval of the site and all contents.
  - 5. The FIRM agrees that the TDC along with their marketing agencies of record have the right to provide input into the design and creative content of the site. This shall be done by FIRM upon approval of the TDC and direction by the TDC director.
  - 6. The FIRM shall furnish and maintain real time images (live web cams) on the TDC website at different locations or events in Monroe County as mutually agreed by all parties.
  - 7. The FIRM shall furnish the setup and the capability to download any of the TDC promotional collateral products as on-line electronic fulfillment. These should be in portable document format (PDF) and the FIRM shall provide a monthly report on the number of downloads of each category
  - 8. The FIRM shall provide a search mechanism for the site.

9. The FIRM shall furnish the setup and capability to develop travel trade fulfillment such as travel agent request forms and meeting planner's RFP forms to be sent electronically.
10. The FIRM shall furnish a list server service to capture e-mail addresses for Monroe County TDC promotions. The TDC will own the e-mail addresses for their promotional use only.
11. The FIRM must host the site with state of the art equipment connected to high tier of the Internet backbone. The FIRM should host the site on redundant drives or redundant services.
12. The FIRM shall guarantee service uptime at over 99% except as excused by the conditions of the Force Majeure paragraph of this Contract.
13. The FIRM agrees to identify and furnish safe guards and backups located in different geographical areas to protect electronic data and programming from both natural and manmade disasters so to provide continuous service.
14. The FIRM shall submit the site to all major search engines on a regular basis to be determined by meeting the submission policies each of the various search engines.
15. The FIRM shall furnish monthly reports to the TDC which will track the number of user sessions, most requested pages, top referring URLs, top search engines, top search keywords or phrase(s), and other requested TDC research assessment of services reports. The report numbers may be audited and verified by an independent entity.
16. The FIRM shall have the right to create websites, click-throughs and Internet ads for our tourism industry partners and charge the industry for those services. The FIRM agrees to have dedicated sales staff to adequately cover all of Monroe County in equal marketing sales distribution efforts.
17. The FIRM shall implement a password protected content management interface capability to be utilized by the FIRM, TDC director and TDC marketing agencies of record.
18. The TDC shall have the sole, and exclusive right to the authorization of sales, merchandising, reservation system or any mode of revenue producing program, which authorization shall be established through guidelines approved by the TDC.
19. TDC shall only promote the official TDC website address.
20. The TDC agrees that the artwork, editorial and photographic material – to be commonly known as 'data' collected or prepared by the TDC and/or its Contracted agencies will be released to FIRM at no charge for use solely in the official web site, unless protected by copyrights, exclusive-use agreement.
21. The TDC shall have the ability for the TDC Web Editor to manage free listings on the site in tourism categories approved by the TDC.



**SECTION FOUR  
DRAFT CONTRACT**

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, A.D., by and between MONROE COUNTY , FLORIDA, (hereinafter sometimes called the "COUNTY"), and \_\_\_\_\_, (hereinafter called the "FIRM").

WHEREAS, .....; and

WHEREAS, .....; and

WHEREAS, .....; and

WHEREAS, .....; and

WHEREAS, .....;

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

**1. THE CONTRACT**

The Contract between the COUNTY and the FIRM, of which this Contract is a part, consists of the Contract documents, which are as follows: This Contract and any amendments executed by the parties hereafter, together with the response to RFP and all required insurance documentation. In the event of a discrepancy between the documents, precedence shall be determined by the order of the documents as just listed.

**2. SCOPE OF THE WORK**

The FIRM shall provide **Website Provider** services for the Monroe County TDC as described below:

- a) **Key Personnel**: This Contract is a "professional services Contract" with the expectation that principal personnel will be performing the services. A list of the principal personnel will be given to the TDC for their record and the TDC shall be informed of any changes in personnel.
- b) At least one account manager(s) shall meet with the Monroe County TDC at all regularly scheduled meetings of the TDC and at any other times as directed by the TDC.
- c) The FIRM agrees to assign a Website Account Manager who will devote such time and effort as necessary to the account on a priority basis, including full time and emergency situations when required. Duties of the Account Manager or FIRM's assigned representative will include contact as required with the Chairman of the TDC and Marketing Director or other designee. Other duties include consultations with TDC staff, TDC Advisory Committees from the five districts and Umbrella Committees within the Keys as directed by the TDC; participation in, and coordination of other related areas of tourism development as it relates to the development of an effective website marketing program to the TDC as designated in Section within the Scope of Services.
- d) The FIRM agrees to the following services:
  - 1. The FIRM shall design, program and maintain host site (the WorldWideWeb) for the COUNTY on behalf of the TDC who retains all approvals.

2. The site shall be comprehensive including a home page, TDC district content, special umbrella sections, places to stay, things to do and see, a calendar of events, accommodations search programs, transportation, news releases, emergency crisis management situation changes, electronic brochures, videos, live cams, and other site categories which may require regular updating as deemed appropriate for marketing purposes by the TDC.
3. The FIRM must be available to meet with District Advisory Committees, Umbrella Committees, marketing agencies of record, TDC board and TDC staff at regular set meetings or upon request.
4. The FIRM agrees that the TDC will have editorial control and approval of the site and all contents.
5. The FIRM agrees that the TDC along with their marketing agencies of record have the right to provide input into the design and creative content of the site. This shall be done by FIRM upon approval of the TDC and direction by the TDC director.
6. The FIRM shall furnish and maintain real time images (live web cams) on the TDC website at different locations or events in Monroe County as mutually agreed by all parties.
7. The FIRM shall furnish the setup and the capability to download any of the TDC promotional collateral products as on-line electronic fulfillment. These should be in portable document format (PDF) and the FIRM shall provide a monthly report on the number of downloads of each category
8. The FIRM shall provide a search mechanism for the site.
9. The FIRM shall furnish the setup and capability to develop travel trade fulfillment such as travel agent request forms and meeting planner's RFP forms to be sent electronically.
10. The FIRM shall furnish a list server service to capture e-mail addresses for Monroe County TDC promotions. The TDC will own the e-mail addresses for their promotional use only.
11. The FIRM must host the site with state of the art equipment connected to high tier of the Internet backbone. The FIRM should host the site on redundant drives or redundant services.
12. The FIRM shall guarantee service uptime at over 99% except as excused by the conditions of the Force Majeure paragraph of this Contract.
13. The FIRM agrees to identify and furnish safe guards and backups located in different geographical areas to protect electronic data and programming from both natural and manmade disasters so to provide continuous service.
14. The FIRM shall submit the site to all major search engines on a regular basis to be determined by meeting the submission policies each of the various search engines.
15. The FIRM shall furnish monthly reports to the TDC which will track the number of user sessions, most requested pages, top referring URLs, top search engines, top search keywords or phrase, and other requested TDC research assessment of services reports. The report numbers may be audited and verified by an independent entity.
16. The FIRM shall have the right to create websites, click-throughs and Internet ads for our tourism industry partners and charge the industry for those services. The FIRM agrees to have dedicated sales staff to adequately cover all of Monroe County in equal marketing sales distribution efforts.

17. The FIRM shall implement a password protected content management interface capability to be utilized by the FIRM, TDC director and TDC marketing agencies of record.
18. The TDC shall have the sole, and exclusive right to the authorization of sales, merchandising, reservation system or any mode of revenue producing program, which authorization shall be established through guidelines approved by the TDC.
19. TDC shall only promote the official TDC website address.
20. The TDC agrees that the artwork, editorial and photographic material – to be commonly known as ‘data’ collected or prepared by the TDC and/or its Contracted agencies will be released to FIRM at no charge for use solely in the official web site, unless protected by copyrights, exclusive-use agreement.
21. The TDC shall have the ability for the TDC Web Editor to manage free listings on the site in tourism categories approved by the TDC.

3. COMPENSATION:

a) The FIRM shall provide all services and support as listed in the Scope of Services at no charges to COUNTY or TDC in exchange for the exclusive right of advertising revenues generated from the website. The TDC shall have the right to place sponsorship or partnership logo signature on the site. The logo signature(s) in a mutually agreed upon format and location will be at no cost to the TDC.

The FIRM may charge the COUNTY for special projects approved by the TDC or Director outside the scope of services such as new site enhancements which require the FIRM to pay for the technology, equipment and production costs needed for use. These special projects shall be paid for through normal COUNTY purchase order procedures.

b) Bandwidth Service – FIRM will be paid on an annual basis, a fee for the service providing electronic brochures and downloading of videos from the website. The website averages 1,100 gigabytes (1.1 terabytes) of aggregate bandwidth transfer per month with great spike fluctuations occurring with certain events or news. FIRM shall have enough bandwidth capacity to handle this average load in addition to having immediate access to additional bandwidth capacity as such peak times or events dictate. If the downloads should exceed one million brochures in any one year, the fixed annual fee may be adjusted to compensate for the added bandwidth usage. Monroe County’s performance and obligation to pay under this Contract is contingent upon an annual appropriation by the BOCC.

c) Advertising sales guidelines are established within Exhibit A.

4. TERM OF CONTRACT: The term of this Contract is for three years, commencing on the 1<sup>st</sup> day of October, 2005, and ending on the 30th day of September, 2008, with an option to extend for an additional two (2) year period.

5. FIRM’S ACCEPTANCE OF CONDITIONS

a) The FIRM hereby agrees that it has carefully examined the specifications for which the FIRM shall provide services and assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the COUNTY than against the FIRM.

b) Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the COUNTY, and the COUNTY’s decision shall be final and binding upon all parties.

c) The passing, approval, and/or acceptance by the COUNTY of any of the services furnished by the FIRM shall not operate as a waiver by the COUNTY of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the FIRM, immediately after Notice to Correct shall entitle the COUNTY, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the FIRM, who in any event shall be jointly and severally liable to the COUNTY for all damage, loss, and expense caused to the COUNTY by reason of the FIRM's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

d) The FIRM agrees that the TDC may designate representatives to visit the FIRM's facility(ies) periodically to conduct random open file evaluations during the FIRM's normal business hours.

e) The FIRM has, and shall maintain throughout the term of this Contract, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

#### 6. FIRM'S FINANCIAL RECORDS

FIRM shall maintain all books, records, and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. Each party to this Contract or their authorized representatives shall have reasonable and timely access to such records of each other party to this Contract for public records purposes during the term of the Contract and for four years following the termination of this Contract. If an auditor employed by the COUNTY or Clerk determines that monies paid to FIRM pursuant to this Contract were spent for purposes not authorized by this Contract, the FIRM shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to FIRM.

#### 7. PUBLIC ACCESS

The COUNTY and FIRM shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and FIRM in conjunction with this Contract; and the COUNTY shall have the right to unilaterally cancel this Contract upon violation of this provision by FIRM.

#### 8. HOLD HARMLESS

The FIRM covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners and the TDC from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the FIRM or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the FIRM or its Subcontractors in any tier, their employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Contract.

#### 9. INDEPENDENT CONTRACTOR

At all times and for all purposes under this Contract the FIRM is an independent Contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Contract shall be construed so as to find the FIRM or any of his employees, Contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

10. NONDISCRIMINATION

COUNTY and FIRM agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Contract automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or FIRM agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Contract.

11. ASSIGNMENT/SUBCONTRACT

The FIRM shall not assign or subContract its obligations under this Contract, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and FIRM, which approval shall be subject to such conditions and provisions as the Board may deem necessary and pursuant to the recommendation of the COUNTY Court Administrative Judge. This paragraph shall be incorporated by reference into any assignment or subContract and any assignee or subcontractor shall comply with all of the provisions of this Contract. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

12. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this Contract, the FIRM shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this Contract and shall entitle the Board to terminate this Contract immediately upon delivery of written notice of termination to the FIRM. The FIRM shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Contract.

13. DISCLOSURE AND CONFLICT OF INTEREST

The FIRM represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Contract, as provided in Sect. 112.311, et. seq., Florida Statutes. COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida

Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or Contractual relationship; and disclosure or use of certain information.

Upon execution of this Contract, and thereafter as changes may require, the FIRM shall notify the COUNTY of any financial interest it may have in any and all programs in Monroe County which the FIRM sponsors, endorses, recommends, supervises, or requires for counseling, assistance, evaluation, or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

The COUNTY and FIRM warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of the provision, the FIRM agrees that the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14. ARREARS

The FIRM shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any Contract, debt, obligation, judgment, lien, or any form of indebtedness. The FIRM further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

15. NOTICE REQUIREMENT

Any notice required or permitted under this Contract shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY

Monroe County TDC  
1201 White Street, Suite 102  
Key West, FL 33040

and

COUNTY Attorney  
PO Box 1026  
Key West, FL. 33041-1026

FOR FIRM:

16. TAXES

The COUNTY is exempt from payment of Florida State Sales and Use taxes. The FIRM shall **not** be exempted by virtue of the COUNTY's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor is the FIRM authorized to use the COUNTY's Tax Exemption Number in securing such materials. The FIRM shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this Contract.

17. TERMINATION

a) The COUNTY may terminate this Contract for cause with seven (7) days notice to the FIRM. Cause shall constitute a breach of the obligations of the FIRM to perform the services enumerated as the FIRM's obligations under this Contract.

b) Either of the parties hereto may terminate this Contract without cause by giving the other party sixty (60) days written notice of its intention to do so.

18. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

a) This Contract shall be governed by and construed in accordance with the laws of the State of Florida applicable to Contracts made and to be performed entirely in the State.

b) In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Contract, the COUNTY and FIRM agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

c) The COUNTY and FIRM agree that, in the event of conflicting interpretations of the terms or a term of this Contract by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

d) Severability. If any term, covenant, condition or provision of this Contract (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Contract, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Contract shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Contract would prevent the accomplishment of the original intent of this Contract. The COUNTY and FIRM agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

e) Attorney's Fees and Costs. The COUNTY and FIRM agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Contract shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

f) Adjudication of Disputes or Disagreements. COUNTY and FIRM agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Contract or by Florida law.

g) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Contract, COUNTY and FIRM agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Contract or provision of the services under this Contract. COUNTY and FIRM specifically agree that no party to this Contract shall be required to enter into any arbitration proceedings related to this Contract.

19. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Contract shall bind and inure to the benefit of the COUNTY and FIRM and their respective legal representatives, successors, and assigns.

20. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Contract have been duly authorized by all necessary COUNTY and corporate action, as required by law.

21. CLAIMS FOR FEDERAL OR STATE AID

FIRM and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Contract; provided that all applications, requests, grant Proposals, and funding solicitations shall be approved by each party prior to submission.

22. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Contract within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

23. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Contract is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Contract is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES.

No person or entity shall be entitled to rely upon the terms of this Contract to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the FIRM agree that neither the COUNTY nor the FIRM or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Contract separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Contract.

25. ATTESTATIONS

FIRM agrees to execute such documents as the COUNTY may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Contract or be subject to any personal liability or accountability by reason of the execution of this Contract.

27. EXECUTION IN COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Contract by signing any such counterpart.



28. SECTION HEADINGS

Section headings have been inserted in this Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Contract and will not be used in the interpretation of any provision of this Contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first written above in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY , FLOIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

(SEAL)

FIRM

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

WITNESS  
Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

WITNESS  
Title: \_\_\_\_\_

Website Provider Sales Guidelines  
(May be modified during contract negotiations)

This document will serve as guidelines and authorization to facilitate the website provider sales for the Monroe County Tourist Development Council (TDC) website.

**Advertising:**

**Banner Ads**

The FIRM will have the opportunity to sell and place banner ads on the Web site. The banner ads should conform to Internet standards pertaining to size and functionality to be approved by the TDC. One (1) ad per web page.

**Hyperlinks**

Advertising in the form of transporting hyperlinks can be sold throughout the Web site. The TDC will allow links to tourist industry associations or organizations such as chambers of commerce, lodging associations, attractions, etc. at no cost at agreeable locations.

**Web Cam Sponsorships**

FIRM can sell sponsorships for live Web cams at different locations throughout the Keys.

**Advertising Allowances and Restrictions**

1. FIRM can sell advertising to any national or international business that has a tourist related business interest in the Florida Keys.
2. Local businesses should be limited to advertising in the Web site section relating to the geographical region (TDC District) where the business is conducted. If business is conducted throughout the Keys, then that company can advertise throughout the entire Web site.
3. As new forms of Internet advertising evolve, the FIRM will have the opportunity to incorporate these as well, however, prior to implementation the firm should receive approval from the TDC.

**Merchandising**

There is to be no TDC related merchandising agreement without TDC approval in advance.

**Reservation Services**

There is no TDC Web site related reservation service as of this date.

## **PUBLIC ENTITY CRIME STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

SECTION FIVE  
INSURANCE REQUIREMENTS MONROE COUNTY , FLORIDA

**RISK MANAGEMENT  
POLICY AND PROCEDURES  
CONTRACT ADMINISTRATION MANUAL**

**Indemnification and Hold Harmless  
for  
Other Contractors and Subcontractors**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County ) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the COUNTY from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Contract.

**SECTION SIX**  
**RESPONSE/PROPOSAL FORMS**

RESPONSE FORM

---

**RESPONSE TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
c/o PURCHASING DEPARTMENT  
GATO BUILDING, ROOM 2-213  
1100 SIMONTON STREET  
KEY WEST, FLORIDA 33040**

I acknowledge receipt of Addenda No.(s) \_\_\_\_\_

I have included:

the Proposal \_\_\_\_\_

Ethics Clause \_\_\_\_\_

the Non-Collusion Affidavit \_\_\_\_\_

Drug Free Workplace Form \_\_\_\_\_

In addition, I have included a current copy of the following professional and occupational licenses:

\_\_\_\_\_

**(Check mark items above, as a reminder that they are included.)**

Mailing Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

## NON-COLLUSION AFFIDAVIT

I, \_\_\_\_\_ of the city of \_\_\_\_\_ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am \_\_\_\_\_  
of the FIRM of \_\_\_\_\_  
the Proposer making the Proposal for the project described in the Notice for Calling for Proposals for:

\_\_\_\_\_ and that I executed the said Proposal with full authority to do so:

2. the prices in this Proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to Proposal opening, directly or indirectly, to any other Proposer or to any competitor; and
4. no attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding Contracts for said project.

\_\_\_\_\_  
(Signature of Proposer)

\_\_\_\_\_  
(Date)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



**SWORN STATEMENT UNDER ORDINANCE NO. 10-1990**  
**MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

\_\_\_\_\_ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former COUNTY officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the COUNTY may, in its discretion, terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former COUNTY officer or employee.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
\_\_\_\_\_ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

---

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

---

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this FIRM complies fully with the above requirements.

---

Proposer's Signature

---

Date

## **REQUEST FOR PROPOSAL CHECKLIST**

Please ensure that all items have been checked before submitting request for Proposal.  
Submit this checklist as the last page of your proposal.

- ☐ 1. Cover Page
- ☐ 2. Narrative Self-Analysis
- ☐ 3. References
- ☐ 4. Account Information
- ☐ 5. Financial Statements, Accounting and bookkeeping procedures
- ☐ 6. Staff Information
- ☐ 7. Service capability to Monroe County
- ☐ 8. Pending Litigation
- ☐ 9. COUNTY Proposal forms
- ☐ 10. Other Information